

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		11/10/2010	Bank: SWITZERLAND

RECEIVING PARTY DATA

Name:	Global Tel*Link Corporation
Street Address:	107 St. Francis Street, 33rd Floor
City:	Mobile
State/Country:	ALABAMA
Postal Code:	36602
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3151704	ADVANCEPAY
Registration Number:	3698933	ADVANCE PAY
Registration Number:	3664018	FREE CHAT
Registration Number:	3534776	GANG MANAGER
Registration Number:	3315465	GLOBAL TEL*LINK
Registration Number:	3315464	GLOBAL TEL*LINK
Registration Number:	3315466	GLOBAL TEL*LINK
Registration Number:	3154837	GTL
Registration Number:	3335311	KEEP IN TOUCH
Registration Number:	2448631	LAZERPHONE
Registration Number:	3454990	LAZERPHONE
Registration Number:	3312666	LAZERPRINT
Registration Number:	3291050	LAZERSPEAK
Registration Number:	3291051	LAZERSPY

TRADEMARK

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REEL: 004502 FRAME: 0086

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Registration Number:	2378664	LAZERVEICE
Registration Number:	3615390	LAZERWEB
Registration Number:	3463745	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS
Serial Number:	77372406	CELL SNITCH
Serial Number:	77699623	LAZERNET
Serial Number:	77699621	LAZERNET
Serial Number:	77629265	LAZERTIPS
Serial Number:	77889589	SECURITY THREAT MANAGER

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Rebecca Silberberg
Address Line 4: new, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2188
NAME OF SUBMITTER:	Rebecca Silberberg
Signature:	/Rebecca Silberberg/
Date:	03/21/2011

Total Attachments: 7
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release"), dated as of November 10, 2010, is entered into by and between Credit Suisse AG, Cayman Islands Branch, a Swiss bank located at Eleven Madison Avenue, New York, New York 10010, as Administrative Agent ("Assignor"), in favor of Global Tel*Link Corporation, a Delaware corporation located at 107 St. Francis Street, 33rd Floor, Mobile, AL 36602 ("Assignee").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement (defined below) or the Credit Agreement (defined below), as applicable.

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of March 2, 2010, among the Assignor, the Assignee and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), and pursuant to that certain Credit Agreement, dated as of March 2, 2010, among GTEL Holdings, Inc., Global Tel*Link Corporation, and certain Lenders and agents party thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Assignee granted a security interest to the Assignor in certain Collateral, including the Trademarks set forth on Schedule A hereto (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement, dated March 2, 2010, was recorded with the United States Patent and Trademark Office on March 8, 2010 at Reel 4163, Frame 0516;

WHEREAS, pursuant to the Guarantee and Collateral Agreement and the Trademark Security Agreement, Assignee granted to Assignor a security interest in all of Assignee's right, title and interest in, to or under the Trademarks, whether then owned or thereafter existing or at any time thereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Assignee's Obligations. For purposes of the Trademark Security Agreement and this Release, Trademarks means (i) all trademarks, trade names, corporate names, company names, business identifiers, fictitious business names, trade styles, service marks, logos and other source of business identifiers, and all goodwill associated therewith, then existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A thereto, and (ii) the right to obtain all renewals thereof; and

WHEREAS, Assignor and Assignee desire that Assignor terminate and release the security interest on all of Assignee's right, title and interest in, to and under

the Trademarks granted pursuant to the Guarantee and Collateral Agreement and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the above premises, the parties hereto hereby agree as follows:

Assignor hereby releases and discharges its security interest in all of Assignee's right, title and interest in and to the Trademarks, including but not limited to the Trademarks listed on Schedule A hereto, and reassigns and transfers any and all interest that Assignor may have in the Trademarks to Assignee.

Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the Trademarks, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignee any and all further documents and instruments, and do any and all further acts which Assignee (or its agents or designees) reasonably request (at Assignee's sole cost and expense) in order to confirm this Release and Assignee's right, title, and interest in or to the Trademarks.

THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Release may be executed by one or more of the parties to this Release on any number of separate counterparts (including by telecopy) and all said counterparts taken together shall be deemed to constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be duly executed and delivered as of the date first above written.

ASSIGNOR:

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Administrative Agent

By: _____

Name: Shaheen Malik
Title: Vice President


KEVIN BUDDHDEW
ASSOCIATE

[Release of Security Interest in Trademarks (Global Tel*Link Corporation)]

TRADEMARK
REEL: 004502 FRAME: 0090

Schedule A

GTEL HOLDINGS, INC.


NONE

GLOBAL TEL*LINK CORPORATION U.S. TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/Comments
REGISTERED				
United States	ADVANCEPAY	3,151,704	10/03/2006	Registered. Section 8 and 15 affidavits due between 10/03/11 and 10/03/12 First Lien Security Interest from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated 6/2/2005 and recorded 6/22/2005 at Reel/Frame: 3138/0882 ("Credit Suisse 2005 First Lien") Second Lien Security Interest from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated 6/2/2005 & recorded 6/22/2005 at Reel/Frame: 3138/0876 ("Credit Suisse 2005 Second Lien") Security Interest from Global Tel*Link Corporation to Credit Suisse dated 2/14/2007 and recorded 6/28/2007 at Reel/Frame: 3570/0939 ("Credit Suisse 2007 Lien")

TRADEMARK

REEL: 004502 FRAME: 0091

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/Comments
United States	ADVANCE [®]	3,698,933	10/20/2009	Registered. Section 8 and 15 affidavits due between 10/20/14 and 10/20/15
United States	FREE CHAT	3,664,018	08/04/2009	Registered. Section 8 and 15 affidavits due between 08/04/14 and 08/04/15
United States	GANG MANAGER	3,534,776	11/18/2008	Registered. Section 8 and 15 affidavits due between 11/18/13 and 11/18/14
United States	GLOBAL TEL*LINK (Surveillance, monitoring and recording services)	3,315,465	10/23/2007	Supplemental Trademark Security Agreement from Global Tel*Link Corporation to Credit Suisse, Cayman Islands Branch dated and recorded 2/3/ 2009 at Reel/Frame: 3929/0188 ("Supplemental Credit Suisse Security Agreement") Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13
United States	GLOBAL TEL*LINK (Telephone communications services)	3,315,464	10/23/2007	Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13
United States	GLOBAL TEL*LINK (Bill payment, prepaid calling card services)	3,315,466	10/23/2007	Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 10/23/12 and 10/23/13
United States		3,154,837	10/10/2006	Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 10/10/11 and 10/10/12
United States	KEEP IN TOUCH	3,335,311	11/13/2007	Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 11/13/12 and 11/13/12
				Credit Suisse 2007 Lien

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/Comments
United States	LAZERPHONE (Computer hardware)	2,448,631	05/08/2001	Registered. Renewal due between 5/8/10 and 5/8/11 Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien
United States	LAZERPHONE (Database management, recording and telecommunications services)	3,454,990	06/24/2008	Registered. Section 8 and 15 affidavits due between 06/24/13 and 06/24/14
United States	LAZERPRINT	3,312,666	10/16/2007	Supplemental Credit Suisse Security Agreement Registered. Section 8 and 15 affidavits due between 10/16/12 and 10/16/13
United States	LAZERSPEAK	3,291,050	09/11/2007	Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 9/11/12 and 9/11/13
United States	LAZERSPY	3,291,051	09/11/2007	Credit Suisse 2007 Lien Registered. Section 8 and 15 affidavits due between 9/11/12 and 9/11/13
United States	LAZERVOICE	2,378,664	08/22/2000	Credit Suisse 2007 Lien Registered. Renewal due between 8/22/2009 and 8/22/2010 Credit Suisse 2005 First Lien Credit Suisse 2005 Second Lien Credit Suisse 2007 Lien
United States	LAZERWEB	3,615,390	05/09/2009	Registered. Section 8 and 15 affidavits due between 05/09/14 and 05/09/15
United States	THE NEXT GENERATION OF CORRECTIONAL TELECOMMUNICATIONS	3,463,745	07/08/2008	Registered. Section 8 and 15 affidavits due between 7/8/13 and 7/8/14 Supplemental Credit Suisse Security Agreement

PENDING						
United States	CELL SNITCH	(77/372,406)	(01/15/2008)			Allowed Intent-to-Use application. Show use or file an extension of time by 8/26/10 (Three extensions have already been filed). Supplemental Credit Suisse Security Agreement
United States	LAZERNET (Software for call recording)	(77/699,623)	03/30/2009			Allowed application. Statement of Use submitted on 02/01/2010
United States	LAZERNET (Telecommunications services)	(77/699,621)	03/26/2009			Allowed application. Statement of Use submitted on 02/01/2010
United States	LAZERTIPS	(77/629,265)	(12/09/2008)			Allowed - Intent to Use. Statement of Use or Extension of Time to Show use due by 7/7/10. Two extensions have been filed.
United States	SECURITY THREAT MANAGER	(77/889,589)	(12/09/2009)			Recently filed. Pending application.

GLOBAL TEL*LINK CORPORATION FOREIGN TRADEMARKS

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Status/Comments
REGISTERED				
Community Trademark (CTM)	LAZERPHONE	001144609	8/7/2000	Registered. Renewal due 4/19/2009.
Community Trademark (CTM)	LAZERVEICE	001142892	8/14/2000	Registered. Renewal due 4/19/2009.